

REMARKS

The pending claims stand rejected under 35 U.S. C § 103(a) over Prendergast, Lloyd, and McCabe. Applicants amend claims 23, 25, 39, 44, and 48, add claims 50-57, and traverse the rejections. No new matter is added. Applicants also enclose a Request for Continued Examination.

While Applicants traverse the § 112 rejections, Applicants submit that the cancellation of claim 41 and the amendments to claims 23 and 39 render the rejections moot. Applicants therefore request their withdrawal.

Each of the amended independent claims, namely amended independent claims 23, 39, 44, and 47, recite an insurance company obtaining monitoring data indicating a condition of an insured building structure. The monitoring data is based on data output electronically by technology incorporated into the insured building structure. Based on the condition of the building indicated in the monitoring data, the claims recite the determination and effectuation of an alteration to a premium of the insurance policy covering the insured building structure. Prendergast, Lloyd, and McCabe, individually and in combination fail to describe, teach, or suggest this subject matter.

The Final Action relies primarily on Lloyd for teachings of premium alteration. Lloyd generally teaches the benefits of having technology capable of monitoring the functionality of fire/life safety equipment installed in buildings. Lloyd suggests that data output from such technology can be forwarded to owners of the buildings, as well as insurers and management companies. Abstract of Lloyd. Lloyd, does not, however, describe determining an alteration of a premium of an insurance policy based on the condition of an insured building structure included in monitoring data, as recited in the independent claims. The Final Action specifically suggests that column 9, lines 19-22, of Lloyd, teaches the alteration of a premium based on the content of data output by technology incorporated into a building. Applicants disagree.

The specific passage referred to in the Final Action is part of a larger paragraph, which must be read in its entirety to appreciate its teachings. Doing otherwise would take the passage out of context, leading to a misinterpretation of the teachings of Lloyd. The full paragraph reads as follows:

Such a system and method provide the owner/operator of the fire/life safety system with the ability to help ensure that the entire fire/life safety system and its components are kept in a continual state of operational readiness. This situation greatly benefits society as a whole. With the fire/life safety system being kept in a continual state of known readiness and functionality, the risk of loss of life and property decreases. By reducing the risk, losses decrease as well. With losses reduced, insurers will have fewer monetary payouts, and can in turn pass these savings on to the general public through reduced premiums.

Column 9, lines 12-22. Read in context, the paragraph suggests the benefits resulting from insurers and others obtaining data about the functionality of fire and life safety equipment. Specifically, the paragraph suggests that such information can be used to ensure that such equipment is kept in a continual state of operational readiness. The paragraph goes on to suggest that if such equipment were kept in a continual state of readiness, the risk to insurers would decline, therefore enabling insurers to reduce insurance costs across the board for all insurance customers.

Thus, Lloyd fails to teach or suggest the determination of a premium alteration for a specific insurance policy based on a condition, indicated in monitoring data, of a building structure covered by that insurance policy, as recited in the amended independent claims. Instead, Lloyd merely suggests that insurance premiums may be reduced as a byproduct of the safer world Lloyd suggests his technology would create.

Neither Prendergast nor McCabe cure this deficiency of Lloyd. Prendergast fails to describe, teach, or suggest the alteration of a premium based on the condition of an insured building indicated in data output electronically by technology incorporated into the insured building structure. In fact, Prendergast fails to describe, teach, or suggest, obtaining such monitoring data at all. Instead, Prendergast merely describes obtaining information about a building to be insured via a site investigation and seismic and wind information databases prior to issuing or renewing an insurance policy.

McCabe also fails to suggest the alteration of a premium based on the condition of an insured building indicated in data output electronically by technology incorporated into an insured building structure. Instead, McCabe merely describes a flat discount to insurance premiums for building structures that have alarm systems monitored by third party monitoring services. McCabe

fails to teach or suggest that this discount should be based on a condition of the insured building structure included in data output electronically by such systems.

Applicants therefore request reconsideration and withdrawal of the § 103 rejections of amended independent claims 23, 39, 44, and 47. Claims 25 and 27-31 depend from claim 23, and claims 42 and 43 depend on claims 39. These claims add further limitations to the claims from which they depend. Applicants therefore request reconsideration and withdrawal of the § 103 rejections of claims 25, 27-31, 42, and 43.

New claims 50-51, 52-53, 54-55, and 56-57 depend on claims 23, 39, 44, and 47, respectively, and add further limitations thereto. Applicants therefore request allowance of these claims.

In view of the above amendment, Applicants believe the pending application is in condition for allowance.

Applicants believe no fee is due with this response other than as reflected on the attached Transmittal. However, if a fee is due, please charge our Deposit Account No. 18-1945, under Order No. HSDO-P01-003 from which the undersigned is authorized to draw.

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Respectfully submitted,

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